State: District of Columbia First Filing Company: Erie Insurance Company, ...

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

**Product Name:** DC PPA Forms Filing 4/1/20 **Project Name/Number:** DC PPA Forms Filing 4/1/20/DCA5

# Filing at a Glance

Companies: Erie Insurance Company

Erie Insurance Exchange

Product Name: DC PPA Forms Filing 4/1/20

State: District of Columbia
TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Filing Type: Form

Date Submitted: 01/13/2020

SERFF Tr Num: ERAP-132219675 SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: DCA5

Effective Date 04/01/2020

Requested (New):

Effective Date 04/01/2020

Requested (Renewal):

Author(s): Deborah Clark, Michael Sinclair, Kristin Wisniewski

Reviewer(s):

Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State: District of Columbia First Filing Company: Erie Insurance Company, ...

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

**Product Name:** DC PPA Forms Filing 4/1/20 **Project Name/Number:** DC PPA Forms Filing 4/1/20/DCA5

# **General Information**

Project Name: DC PPA Forms Filing 4/1/20 Status of Filing in Domicile: Project Number: DCA5 Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 01/13/2020

State Status Changed: Deemer Date:

Created By: Michael Sinclair Submitted By: Michael Sinclair

Corresponding Filing Tracking Number:

Filing Description: January 13, 2020

Stephen C. Taylor, Commissioner
Department of Insurance, Securities and Banking
Insurance Products Division
810 First Street NE, Suite 701
Washington, DC 20002

ATTENTION: Commissioner Stephen C. Taylor

RE: Revised Policy Change Endorsements, AFDA02 and AFDA03 (Ed. 4/20)

Erie Insurance Exchange, NAIC 26271 Erie Insurance Company, NAIC 26263

Dear Commissioner Taylor:

Attached are revised copies of our Private Passenger Auto Policy Change Endorsements for the Erie Insurance Exchange, AFDA02 (Ed. 4/20) and the Erie Insurance Company, AFDA03 (Ed. 4/20). The following changes have been made to these endorsements:

Under Liability Protection, Extra Protection When Temporarily Out of State, we have clarified our language to indicate that if an accident occurs in another state, this policy will provide the minimum amounts and types of coverage required by that state.

Under Physical Damage, Limit of Protection, we have added an Agreed Value option. Rules and Rates for the Agreed Value option will be filed at a later date. This option includes up to \$500 for direct and accidental damage to or theft of spare parts.

We would like to begin using these revised endorsements with new and renewal policies effective on and after April 1, 2020. If you have questions, I can be reached at (800) 458-0811 extension 6337, or by email at Kristin.Wisniewski@erieinsurance.com.

Sincerely,

**ERIE INSURANCE GROUP** 

Kristin Wisniewski, MBA, MCM, AINS, AIS Product Development Specialist

First Filing Company: Erie Insurance Company, ... State: District of Columbia

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

**Product Name:** DC PPA Forms Filing 4/1/20 Project Name/Number: DC PPA Forms Filing 4/1/20/DCA5

# **Company and Contact**

**Filing Contact Information** 

Michael Sinclair, michael.sinclair@erieinsurance.com

100 Erie Insurance Place 814-870-6818 [Phone]

Erie, PA 16426

**Filing Company Information** 

**Erie Insurance Company** CoCode: 26263 State of Domicile: Pennsylvania 100 Erie Insurance Place Group Code: 213 Company Type: Erie, PA 16530 Group Name:

Property/Casualty FEIN Number: 25-1232960 (800) 458-0811 ext. [Phone]

State ID Number:

Erie Insurance Exchange CoCode: 26271 State of Domicile: Pennsylvania 100 Erie Insurance Place Group Code: 213 Company Type: Erie, PA 16530 Group Name: Property/Casualty (800) 458-0811 ext. [Phone] FEIN Number: 25-6038677

State ID Number:

# **Filing Fees**

No Fee Required? No Retaliatory?

Fee Explanation:

State: District of Columbia First Filing Company: Erie Insurance Company, ...

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:DC PPA Forms Filing 4/1/20Project Name/Number:DC PPA Forms Filing 4/1/20/DCA5

# **Correspondence Summary**

# **Amendments**

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Policy Change Endorsement - District Of Columbia	Michael Sinclair	01/16/2020	01/16/2020
Form	Policy Change Endorsement - District Of Columbia	Michael Sinclair	01/16/2020	01/16/2020

State: District of Columbia First Filing Company: Erie Insurance Company, ...

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:DC PPA Forms Filing 4/1/20Project Name/Number:DC PPA Forms Filing 4/1/20/DCA5

# **Amendment Letter**

Submitted Date: 01/16/2020

Comments:

Good Afternoon,

We are submitting an amendment to this filing as we made a revision to the language for Extra Protection When Temporarily Out of State. Thank you very much.

Sincerely,

Mike Sinclair

Kristin Wisniewski

Changed Items:

State: District of Columbia First Filing Company: Erie Insurance Company, ...

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:DC PPA Forms Filing 4/1/20Project Name/Number:DC PPA Forms Filing 4/1/20/DCA5

ltem	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Type	Action	Specific	Score	Attachments	Submitted
						Data			
1	Policy Change Endorsement - District Of	AFDA02 UF- 6337	4/20	END	Replaced	Previous Filing Number:	50.500	AFDA02.pdf,	Date Submitted: 01/16/2020 By:
	Columbia					Replace AFDA02 d Form UF-6337 Number: 8/19			
Previous V	/ersion								
1	Policy Change Endorsement - District Of	AFDA02 UF- 6337	4/20	END	Replaced	Previous Filing Number:		AFDA02.pdf,	Date Submitted: 01/13/2020 By: Michael Sinclair
	Columbia					Replace AFDA02 d Form UF-6337 Number: 8/19			
2	Policy Change Endorsement - District Of	AFDA03 UF- B003	4/20	END	Replaced	Previous Filing Number:	50.500	AFDA03.pdf,	Date Submitted: 01/16/2020 By:
	Columbia					Replace AFDA03 d Form UF- Number: B003 8/19			
Previous V	/ersion		'	'	'				
	Policy Change Endorsement - District Of		END	Replaced	Previous Filing Number:	50.500	B0030420 AFDA03.pdf, B0030819	Date Submitted. 01/13/2020 By: Michael	
	Columbia					Replace AFDA03 d Form UF- Number: B003 8/19		AFDA03_marke d up.pdf	e Sinclair

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State: District of Columbia First Filing Company: Erie Insurance Company, ...

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:DC PPA Forms Filing 4/1/20Project Name/Number:DC PPA Forms Filing 4/1/20/DCA5

# Form Schedule

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Specific		Readability	
No.	Status	Name	Number	Date	Type	Action	Data		Score	Attachments
1		Policy Change Endorsement - District Of	AFDA02 UF-6337	4/20	END	Replaced	Previous Filing Number:		50.500	63370420 AFDA02.pdf,
		Columbia					Replaced Form Number:	AFDA02 UF- 6337 8/19	63370 AFDA	63370819 AFDA02_marked up.pdf
2		Policy Change Endorsement - District Of	AFDA03 UF-B003	4/20	END	Replaced	Previous Filing Number:		50.500	B0030420 AFDA03.pdf,
		Columbia					Replaced Form Number:	AFDA03 UF- B003 8/19		B0030819 AFDA03_marked up.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	ОТН	Other

# POLICY CHANGE ENDORSEMENT – DISTRICT OF COLUMBIA

# **GENERAL POLICY DEFINITIONS**

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is used as defined in the GENERAL POLICY DEFINITIONS section of the policy.

The definition of "you," "your" or "Named Insured" is deleted and replaced by the following:

"You," "your" or "Named Insured" means the "Subscriber" identified as a Named Insured on the "Declarations" and others identified as Named Insured(s) on the "Declarations." Except under the RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS Section, these words include the spouse of the "Subscriber" identified as a Named Insured on the "Declarations," provided the spouse is a "resident."

"You," "your," or "Named Insured" also means any Limited Liability Company (LLC) shown on the "Declarations" as an additional insured. This includes any natural person designated as a member or manager of the Limited Liability Company (LLC), but only while such person is acting within the scope of their duties as a member or manager.

# LIABILITY PROTECTION

#### **DEFINITIONS**

The following definition is added:

"Owned auto we insure" means any:

- 1. "auto" or "trailer" described on the "Declarations" for the coverages "you" have purchased;
- 2. "trailer" "you" own;
- 3. "additional auto," or "additional trailer;" or
- 4. "replacement auto," or "replacement trailer."

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

*This condition is deleted and replaced by the following:* 

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

If "anyone we protect:"

1. travels to another state, the District of Columbia, a territory or possession of the United States of America, Puerto Rico or Canada; and

 as a nonresident becomes subject to a motor vehicle financial responsibility law, compulsory insurance law, or other similar law that imposes insurance requirements which are greater than the insurance provided by this policy,

then, the coverage under this policy will be increased to the minimum amounts and types of coverage such nonresident is required by law to maintain. Coverage provided to meet the minimum limits will be in lieu of the insurance otherwise provided by this policy.

The insurance under this provision will be reduced to the extent that there is other valid and collectible insurance under this or any motor vehicle insurance policy. In no event will any person be entitled to receive duplicate payments for the same elements of loss.

## **EXCLUSIONS - What We Do Not Cover**

*Exclusion 9 is deleted and replaced by the following:* 

"We" do not cover:

9. an "auto we insure" while hired by or rented to others for a fee or while available for hire by the public. "We" will protect "you" or a "relative" held responsible for damages while "occupying" but not driving such a vehicle, if it is a "nonowned auto." Fee does not include payment received in a carpool or for trips for nonprofit social, educational or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations:" and
- b. used by "**you**" or a "**relative**" as a transportation network company (TNC) partner,

Exclusion 9. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

AFDA02

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

The following exclusion is added:

"We" do not cover:

16. damage caused by any "trailer" used as a residence, office, store, display or passenger "trailer."

## LIMIT OF PROTECTION

The second paragraph is deleted and replaced by the following:

An "auto" and attached "trailer" are considered one "auto" under this coverage. When unattached, a "trailer" is subject to the limit of liability for one "auto."

# PHYSICAL DAMAGE COVERAGES

*OUR PROMISE – Comprehensive Coverage is deleted and replaced by the following:* 

#### **OUR PROMISE - Comprehensive Coverage**

If Comprehensive Coverage is indicated on the "Declarations," "we" will pay for "loss" to an "auto we insure" and its equipment not caused by collision or upset. If the "loss" is to an "owned auto we insure," "we" will only pay if "you" purchased Comprehensive Coverage for the "owned auto we insure." "We" will pay for "loss" less the deductible shown on the "Declarations." Comprehensive Coverage includes glass breakage, contact with persons, animals, birds, missiles or falling objects. Should only "your" windshield be damaged, "we" will not apply the deductible if the windshield is repaired rather than replaced. No deductible applies for window glass breakage if Full Window Glass is shown on the "Declarations."

"We" will reimburse "you" for Transportation Expenses that result from a Comprehensive "loss" to an "owned auto we insure "

Total payment for Transportation Expenses under Comprehensive Coverage, including:

- 1. loss of use;
- 2. transportation fares such as bus, taxi or rideshare,

will not exceed the rental provisions for a Compact Sedan or \$20 per day/\$900 per loss, unless a higher rental class is purchased and shown on the "Declarations" for that vehicle. Additionally, if Comprehensive Coverage is purchased on a "trailer," then Transportation Expenses – Comprehensive Coverage will extend to that "trailer" while it is attached to an "owned auto we insure." Transportation Expenses – Comprehensive Coverage will be provided on the "trailer" at the "per day/per loss" limit

applicable on the "owned auto we insure" that is towing the "trailer" that sustained the "loss."

Payment may start on the day of the "loss" if the "owned auto we insure" cannot be driven. If drivable, payment may start on the day "you" leave the vehicle at the garage for repairs.

Transportation Expenses apply whether or not "we" pay for damages under Comprehensive Coverage.

Transportation Expenses will be provided for up to 45 days per disablement. Payment for Transportation Expenses on an "owned auto we insure" will end as indicated below, whichever occurs first:

- 1. no more than ten days after "we" offer settlement;
- 2. on the day the vehicle is replaced;
- 3. on the day the vehicle is returned to "**you**" in usable condition; or
- 4. on the day the vehicle could reasonably be expected to be repaired.

Transportation Expenses are provided for loss of use to a "temporary substitute" if:

- 1. "you" or a "relative" are legally liable for damages to the "temporary substitute;" and
- 2. "we" are provided with actual proof of loss of income.

ADDITIONAL PAYMENTS (No Deductible Applies To These Additional Payments) is deleted and replaced by the following:

## **ADDITIONAL PAYMENTS (No Deductible Applies)**

If the Additional Payment is a result of a collision "loss," Collision Coverage must be indicated on the "Declarations" for the "auto we insure." Otherwise, Comprehensive Coverage must be indicated on the "Declarations" for the "auto we insure." "We" will:

- pay all reasonable expenses necessary to return "your" stolen "auto we insure."
- reimburse "you" for travel costs, including meals and lodging, paid by anyone because "you" were unable to reach "your" destination after "loss" to an "auto we insure." Payment will not exceed \$75 per person for each "loss."
- 3. pay for "loss" to personal effects, including clothes and luggage, that are normally carried by a person, while the personal effects are in or upon an "auto we insure." The following restrictions apply:
  - a. personal effects must be owned by "you" or a "relative."
  - money, professional or occupational tools or machines, sales samples, and merchandise for sale, delivery or exhibition are not considered personal effects.

AFDA02 2

- c. theft losses are covered only if the entire vehicle is stolen. This restriction does not apply to coverage provided under CUSTOMIZED EQUIPMENT AND ACCESSORIES AND SAFETY RIDING APPAREL.
- d. when "loss" results from a collision, there must be enough damage to the "auto we insure" to require a collision "loss" payment by "us."
- e. payment for "loss" to personal effects will not exceed \$350. "We" will only pay for "loss" not covered by other insurance.
- pay reasonable towing and labor required because "your" "trailer" becomes disabled while attached to a "motor vehicle." Labor must be done at the site of the disablement
- 5. reimburse "you" up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in an "auto we insure."
- pay for a new set of standard windshield wiper blades if "your" windshield is replaced due to a covered "loss."

## **EXCLUSIONS - What We Do Not Cover**

*Exclusion 8. is deleted and replaced by the following:* 

"We" will not pay for "loss:"

8. to any "auto we insure" while hired by or rented to others for a fee, or while available for hire by the public. Fee does not include payment received in a carpool or for trips for nonprofit social, educational or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations;" and
- b. used by "you" or a "relative" as a transportation network company (TNC) partner,

Exclusion 8. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

## **LIMIT OF PROTECTION**

The first two paragraphs are deleted and replaced by the following:

"We" will pay Actual Cash Value for "loss" to stolen or damaged property, but no more than:

- what it would cost to repair or replace the property with other of like kind and quality. However, if an "auto" has been driven 15,000 miles or less or the "auto" is one year old or less, "we" will use only OEM (Original Equipment Manufacturer) parts for repairs. The age of the "auto" will be determined by subtracting the model year of the "auto" from the year of inception of the current policy period; or
- 2. the Stated Amount that may be shown on the "Declarations."

Actual Cash Value reflects fair market value, age and condition of the property at the time of the "loss."

If Agreed Value is shown on the "Declarations" for an "auto we insure," in the event of a covered total "loss" to that "auto we insure," "we" will pay the Agreed Value shown on the "Declarations."

In addition to the Agreed Value or Stated Amount shown on the "**Declarations**," "we" will pay up to an additional \$500 for direct and accidental damage to or theft of spare parts "you" own, which are reserved as replacement for items normally a part of an "owned auto we insure." This coverage does not include parts held for sale by "you" or property of others in "your" care, custody, or control.

#### LOSS PAYMENT

The last two sentences of the fourth paragraph are deleted and replaced by the following:

A total "loss" and any change required in the vehicle's titling will be determined in compliance with the laws of the state in which "you" reside at the time the policy is issued. Therefore, this paragraph may not be applicable if "you" choose to retain ownership of the salvage vehicle as part of the total "loss" settlement.

#### OTHER PROVISIONS

All other provisions of the policy apply.

AFDA02 3

# POLICY CHANGE ENDORSEMENT – DISTRICT OF COLUMBIA

## **GENERAL POLICY DEFINITIONS**

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is used as defined in the GENERAL POLICY DEFINITIONS section of the policy.

The definition of "you," "your" or "Named Insured" is deleted and replaced by the following:

"You," "your" or "Named Insured" means the "Subscriber" identified as a Named Insured on the "Declarations" and others identified as Named Insured(s) on the "Declarations." Except under the RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS Section, these words include the spouse of the "Subscriber" identified as a Named Insured on the "Declarations," provided the spouse is a "resident."

"You," "your," or "Named Insured" also means any Limited Liability Company (LLC) shown on the "Declarations" as an additional insured. This includes any natural person designated as a member or manager of the Limited Liability Company (LLC), but only while such person is acting within the scope of their duties as a member or manager.

# LIABILITY PROTECTION

## **DEFINITIONS**

*The following definition is added:* 

"Owned auto we insure" means any:

- 1. "auto" or "trailer" described on the "Declarations" for the coverages "you" have purchased;
- 2. "trailer" "you" own;
- 3. "additional auto," or "additional trailer;" or
- 4. "replacement auto," or "replacement trailer."

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

This condition is deleted and replaced by the following:

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

If "anyone we protect:"

- 1. <u>travels to another state, the District of Columbia, a territory or possession of the United States of America,</u> Puerto Rico or Canada; and
- 2. as a nonresident becomes subject to a motor vehicle financial responsibility law, compulsory insurance law, or other similar law that imposes insurance requirements which are greater than the insurance provided by this policy,

then, the coverage under this policy will be increased to the minimum amounts and types of coverage such nonresident is required by law to maintain. Coverage provided to meet the minimum limits will be in lieu of the insurance otherwise provided by this policy.

The insurance under this provision will be reduced to the extent that there is other valid and collectible insurance under this or any motor vehicle insurance policy. In no event will any person be entitled to receive duplicate payments for the same elements of loss.

## **EXCLUSIONS - What We Do Not Cover**

*Exclusion 9 is deleted and replaced by the following:* 

"We" do not cover:

9. an "auto we insure" while hired by or rented to others for a fee or while available for hire by the public. "We" will protect "you" or a "relative" held responsible for damages while "occupying" but not driving such a vehicle, if it is a "nonowned auto." Fee does not include payment received in a car pool or for trips for nonprofit social, educational or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations:" and
- b. used by "you" or a "relative" as a transportation network company (TNC) partner,

Exclusion 9. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

a. on a prearranged basis; and

b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

*The following exclusion is added:* 

"We" do not cover:

16. damage caused by any "trailer" used as a residence, office, store, display or passenger "trailer."

## **LIMIT OF PROTECTION**

The second paragraph is deleted and replaced by the following:

An "auto" and attached "trailer" are considered one "auto" under this coverage. When unattached, a "trailer" is subject to the limit of liability for one "auto."

## PHYSICAL DAMAGE COVERAGES

OUR PROMISE – Comprehensive Coverage is deleted and replaced by the following:

## **OUR PROMISE - Comprehensive Coverage**

If Comprehensive Coverage is indicated on the "Declarations," "we" will pay for "loss" to an "auto we insure" and its equipment not caused by collision or upset. If the "loss" is to an "owned auto we insure," "we" will only pay if "you" purchased Comprehensive Coverage for the "owned auto we insure." "We" will pay for "loss" less the deductible shown on the "Declarations." Comprehensive Coverage includes glass breakage, contact with persons, animals, birds, missiles or falling objects. Should only "your" windshield be damaged, "we" will not apply the deductible if the windshield is repaired rather than replaced. No deductible applies for window glass breakage if Full Window Glass is shown on the "Declarations."

"We" will reimburse "you" for Transportation Expenses that result from a Comprehensive "loss" to an "owned auto we insure."

Total payment for Transportation Expenses under Comprehensive Coverage, including:

- 1. loss of use;
- 2. transportation fares such as bus, taxi or rideshare,

will not exceed the rental provisions for a Compact Sedan or \$20 per day/\$900 per loss, unless a higher rental class is purchased and shown on the "**Declarations**" for that vehicle. Additionally, if Comprehensive Coverage is purchased on a "**trailer**," then Transportation Expenses – Comprehensive Coverage will extend to that "**trailer**" while it is attached to

an "owned auto we insure." Transportation Expenses – Comprehensive Coverage will be provided on the "trailer" at the "per day/per loss" limit applicable on the "owned auto we insure" that is towing the "trailer" that sustained the "loss."

Payment may start on the day of the "loss" if the "owned auto we insure" cannot be driven. If drivable, payment may start on the day "you" leave the vehicle at the garage for repairs.

Transportation Expenses apply whether or not "we" pay for damages under Comprehensive Coverage.

Transportation Expenses will be provided for up to 45 days per disablement. Payment for Transportation Expenses on an "owned auto we insure" will end as indicated below, whichever occurs first:

- 1. no more than ten days after "we" offer settlement;
- 2. on the day the vehicle is replaced;
- 3. on the day the vehicle is returned to "**you**" in usable condition; or
- 4. on the day the vehicle could reasonably be expected to be repaired.

Transportation Expenses are provided for loss of use to a "temporary substitute" if:

- 1. "you" or a "relative" are legally liable for damages to the "temporary substitute;" and
- 2. "we" are provided with actual proof of loss of income.

ADDITIONAL PAYMENTS (No Deductible Applies To These Additional Payments) is deleted and replaced by the following:

## **ADDITIONAL PAYMENTS (No Deductible Applies)**

If the Additional Payment is a result of a collision "loss," Collision Coverage must be indicated on the "Declarations" for the "auto we insure." Otherwise, Comprehensive Coverage must be indicated on the "Declarations" for the "auto we insure." "We" will:

- 1. pay all reasonable expenses necessary to return "your" stolen "auto we insure."
- reimburse "you" for travel costs, including meals and lodging, paid by anyone because "you" were unable to reach "your" destination after "loss" to an "auto we insure." Payment will not exceed \$75 per person for each "loss."
- 3. pay for "loss" to personal effects, including clothes and luggage, that are normally carried by a person, while the personal effects are in or upon an "auto we insure." The following restrictions apply:
  - a. personal effects must be owned by "you" or a "relative."

- money, professional or occupational tools or machines, sales samples, and merchandise for sale, delivery or exhibition are not considered personal effects.
- c. theft losses are covered only if the entire vehicle is stolen. This restriction does not apply to coverage provided under CUSTOMIZED EQUIPMENT AND ACCESSORIES AND SAFETY RIDING APPAREL.
- d. when "loss" results from a collision, there must be enough damage to the "auto we insure" to require a collision "loss" payment by "us."
- e. payment for "loss" to personal effects will not exceed \$350. "We" will only pay for "loss" not covered by other insurance.
- pay reasonable towing and labor required because "your" "trailer" becomes disabled while attached to a "motor vehicle." Labor must be done at the site of the disablement.
- 5. reimburse "you" up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in an "auto we insure."
- 6. pay for a new set of standard windshield wiper blades if "your" windshield is replaced due to a covered "loss."

#### **EXCLUSIONS - What We Do Not Cover**

*Exclusion 8. is deleted and replaced by the following:* 

"We" will not pay for "loss:"

8. to any "auto we insure" while hired by or rented to others for a fee, or while available for hire by the public. Fee does not include payment received in a car pool or for trips for nonprofit social, educational or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations:" and
- b. used by "**you**" or a "**relative**" as a transportation network company (TNC) partner,

Exclusion 8. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers

that the TNC matched with the partner through the digital platform.

## **LIMIT OF PROTECTION**

The first two paragraphs are deleted and replaced by the following:

"We" will pay Actual Cash Value for "loss" to stolen or damaged property, but no more than:

- 1. what it would cost to repair or replace the property with other of like kind and quality. However, if an "auto" has been driven 15,000 miles or less or the "auto" is one year old or less, "we" will use only OEM (Original Equipment Manufacturer) parts for repairs. The age of the "auto" will be determined by subtracting the model year of the "auto" from the year of inception of the current policy period; or
- 2. the Stated Amount that may be shown on the "Declarations."

Actual Cash Value reflects fair market value, age and condition of the property at the time of the "loss."

If Agreed Value is shown on the "Declarations" for an "auto we insure," in the event of a covered total "loss" to that "auto we insure," "we" will pay the Agreed Value shown on the "Declarations."

In addition to the Agreed Value or Stated Amount shown on the "Declarations," "we" will pay up to an additional \$500 for direct and accidental damage to or theft of spare parts "you" own, which are reserved as replacement for items normally a part of an "owned auto we insure." This coverage does not include parts held for sale by "you" or property of others in "your" care, custody, or control.

#### LOSS PAYMENT

The last two sentences of the fourth paragraph are deleted and replaced by the following:

A total "loss" and any change required in the vehicle's titling will be determined in compliance with the laws of the state in which "you" reside at the time the policy is issued. Therefore, this paragraph may not be applicable if "you" choose to retain ownership of the salvage vehicle as part of the total "loss" settlement.

## OTHER PROVISIONS

All other provisions of the policy apply.

# POLICY CHANGE ENDORSEMENT – DISTRICT OF COLUMBIA

# **GENERAL POLICY DEFINITIONS**

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is used as defined in the GENERAL POLICY DEFINITIONS section of the policy.

The definition of "you," "your" or "Named Insured" is deleted and replaced by the following:

"You," "your" or "Named Insured" means the person(s) identified as Named Insured(s) on the "Declarations." Except under the RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS Section, these words include the spouse of the person(s) identified as a Named Insured(s) on the "Declarations," provided the spouse is a "resident."

"You," "your," or "Named Insured" also means any Limited Liability Company (LLC) shown on the "Declarations" as an additional insured. This includes any natural person designated as a member or manager of the Limited Liability Company (LLC), but only while such person is acting within the scope of their duties as a member or manager.

# LIABILITY PROTECTION

## **DEFINITIONS**

The following definition is added:

"Owned auto we insure" means any:

- "auto" or "trailer" described on the "Declarations" for the coverages "you" have purchased;
- 2. "trailer" "you" own;
- 3. "additional auto," or "additional trailer;" or
- 4. "replacement auto," or "replacement trailer."

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

This condition is deleted and replaced by the following:

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

If "anyone we protect:"

1. travels to another state, the District of Columbia, a territory or possession of the United States of America, Puerto Rico or Canada; and

2. as a nonresident becomes subject to a motor vehicle financial responsibility law, compulsory insurance law, or other similar law that imposes insurance requirements which are greater than the insurance provided by this policy,

then, the coverage under this policy will be increased to the minimum amounts and types of coverage such nonresident is required by law to maintain. Coverage provided to meet the minimum limits will be in lieu of the insurance otherwise provided by this policy.

The insurance under this provision will be reduced to the extent that there is other valid and collectible insurance under this or any motor vehicle insurance policy. In no event will any person be entitled to receive duplicate payments for the same elements of loss.

## **EXCLUSIONS - What We Do Not Cover**

*Exclusion 9 is deleted and replaced by the following:* 

"We" do not cover:

9. an "auto we insure" while hired by or rented to others for a fee or while available for hire by the public. "We" will protect "you" or a "relative" held responsible for damages while "occupying" but not driving such a vehicle, if it is a "nonowned auto." Fee does not include payment received in a carpool or for trips for nonprofit social, educational, or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations:" and
- b. used by "you" or a "relative" as a transportation network company (TNC) partner,

Exclusion 9. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

AFDA03

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

The following exclusion is added:

"We" do not cover:

16. damage caused by any "trailer" used as a residence, office, store, display or passenger "trailer."

## LIMIT OF PROTECTION

The second paragraph is deleted and replaced by the following:

An "auto" and attached "trailer" are considered one "auto" under this coverage. When unattached, a "trailer" is subject to the limit of liability for one "auto."

# PHYSICAL DAMAGE COVERAGES

OUR PROMISE – Comprehensive Coverage is deleted and replaced by the following:

#### **OUR PROMISE - Comprehensive Coverage**

If Comprehensive Coverage is indicated on the "Declarations," "we" will pay for "loss" to an "auto we insure" and its equipment not caused by collision or upset. If the "loss" is to an "owned auto we insure," "we" will only pay if "you" purchased Comprehensive Coverage for the "owned auto we insure." "We" will pay for "loss" less the deductible shown on the "Declarations." Comprehensive Coverage includes glass breakage, contact with persons, animals, birds, missiles or falling objects. Should only "your" windshield be damaged, "we" will not apply the deductible if the windshield is repaired rather than replaced. No deductible applies for window glass breakage if Full Window Glass is shown on the "Declarations."

"We" will reimburse "you" for Transportation Expenses that result from a Comprehensive "loss" to an "owned auto we insure "

Total payment for Transportation Expenses under Comprehensive Coverage, including:

- 1. loss of use;
- 2. transportation fares such as bus, taxi or rideshare,

will not exceed the rental provisions for a Compact Sedan or \$20 per day/\$900 per loss, unless a higher rental class is purchased and shown on the "Declarations" for that vehicle. Additionally, if Comprehensive Coverage is purchased on a "trailer," then Transportation Expenses – Comprehensive Coverage will extend to that "trailer" while it is attached to an "owned auto we insure." Transportation Expenses – Comprehensive Coverage will be provided on the "trailer" at the "per day/per loss" limit

applicable on the "owned auto we insure" that is towing the "trailer" that sustained the "loss."

Payment may start on the day of the "loss" if the "owned auto we insure" cannot be driven. If drivable, payment may start on the day "you" leave the vehicle at the garage for repairs.

Transportation Expenses apply whether or not "we" pay for damages under Comprehensive Coverage.

Transportation Expenses will be provided for up to 45 days per disablement. Payment for Transportation Expenses on an "owned auto we insure" will end as indicated below, whichever occurs first:

- 1. no more than three days after "we" offer settlement;
- 2. on the day the vehicle is replaced;
- on the day the vehicle is returned to "you" in usable condition; or
- 4. on the day the vehicle could reasonably be expected to be repaired.

Transportation Expenses are provided for loss of use to a "temporary substitute" if:

- 1. "you" or a "relative" are legally liable for damages to the "temporary substitute;" and
- 2. "we" are provided with actual proof of loss of income.

ADDITIONAL PAYMENTS (No Deductible Applies To These Additional Payments) is deleted and replaced by the following:

## **ADDITIONAL PAYMENTS (No Deductible Applies)**

If the Additional Payment is a result of a collision "loss," Collision Coverage must be indicated on the "Declarations" for the "auto we insure." Otherwise, Comprehensive Coverage must be indicated on the "Declarations" for the "auto we insure." "We" will:

- pay all reasonable expenses necessary to return "your" stolen "auto we insure."
- reimburse "you" for travel costs, including meals and lodging, paid by anyone because "you" were unable to reach "your" destination after "loss" to an "auto we insure." Payment will not exceed \$75 per person for each "loss."
- 3. pay for "loss" to personal effects, including clothes and luggage, that are normally carried by a person, while the personal effects are in or upon an "auto we insure." The following restrictions apply:
  - a. personal effects must be owned by "you" or a "relative."
  - b. money, professional or occupational tools or machines, sales samples, and merchandise for sale, delivery or exhibition are not considered personal effects.

AFDA03 2

- c. theft losses are covered only if the entire vehicle is stolen. This restriction does not apply to coverage provided under CUSTOMIZED EQUIPMENT AND ACCESSORIES AND SAFETY RIDING APPAREL.
- d. when "loss" results from a collision, there must be enough damage to the "auto we insure" to require a collision "loss" payment by "us."
- e. payment for "loss" to personal effects will not exceed \$350. "We" will only pay for "loss" not covered by other insurance.
- pay reasonable towing and labor required because "your" "trailer" becomes disabled while attached to a "motor vehicle." Labor must be done at the site of the disablement
- 5. reimburse "you" up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in an "auto we insure."
- pay for a new set of standard windshield wiper blades if "your" windshield is replaced due to a covered "loss."

## **EXCLUSIONS - What We Do Not Cover**

*Exclusion 8. is deleted and replaced by the following:* 

"We" will not pay for "loss:"

8. to any "auto we insure" while hired by or rented to others for a fee, or while available for hire by the public. Fee does not include payment received in a car pool or for trips for nonprofit social, educational, or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations:" and
- b. used by "**you**" or a "**relative**" as a transportation network company (TNC) partner,

Exclusion 8. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

## LIMIT OF PROTECTION

The first two paragraphs are deleted and replaced by the following:

"We" will pay Actual Cash Value for "loss" to stolen or damaged property, but no more than:

- what it would cost to repair or replace the property with other of like kind and quality. However, if an "auto" has been driven 15,000 miles or less or the "auto" is one year old or less, "we" will use only OEM (Original Equipment Manufacturer) parts for repairs. The age of the "auto" will be determined by subtracting the model year of the "auto" from the year of inception of the current policy period; or
- 2. the Stated Amount that may be shown on the "Declarations."

Actual Cash Value reflects fair market value, age and condition of the property at the time of the "loss."

If Agreed Value is shown on the "Declarations" for an "auto we insure," in the event of a covered total "loss" to that "auto we insure," "we" will pay the Agreed Value shown on the "Declarations."

In addition to the Agreed Value or Stated Amount shown on the "**Declarations**," "we" will pay up to an additional \$500 for direct and accidental damage to or theft of spare parts "you" own, which are reserved as replacement for items normally a part of an "owned auto we insure." This coverage does not include parts held for sale by "you" or property of others in "your" care, custody, or control.

## **LOSS PAYMENT**

The last two sentences of the fourth paragraph are deleted and replaced by the following:

A total "loss" and any change required in the vehicle's titling will be determined in compliance with the laws of the state in which "you" reside at the time the policy is issued. Therefore, this paragraph may not be applicable if "you" choose to retain ownership of the salvage vehicle as part of the total "loss" settlement.

## OTHER PROVISIONS

All other provisions of the policy apply.

AFDA03 3

# POLICY CHANGE ENDORSEMENT - DISTRICT OF COLUMBIA

# **GENERAL POLICY DEFINITIONS**

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is used as defined in the GENERAL POLICY DEFINITIONS section of the policy.

The definition of "you," "your" or "Named Insured" is deleted and replaced by the following:

- "You," "your" or "Named Insured" means the person(s) identified as Named Insured(s) on the "Declarations." Except under the RIGHTS AND DUTIES GENERAL POLICY CONDITIONS Section, these words include the spouse of the person(s) identified as a Named Insured(s) on the "Declarations," provided the spouse is a "resident."
  - "You," "your," or "Named Insured" also means any Limited Liability Company (LLC) shown on the "Declarations" as an additional insured. This includes any natural person designated as a member or manager of the Limited Liability Company (LLC), but only while such person is acting within the scope of their duties as a member or manager.

# LIABILITY PROTECTION

## **DEFINITIONS**

*The following definition is added:* 

"Owned auto we insure" means any:

- 1. "auto" or "trailer" described on the "Declarations" for the coverages "you" have purchased;
- 2. "trailer" "you" own;
- 3. "additional auto," or "additional trailer;" or
- 4. "replacement auto," or "replacement trailer."

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

This condition is deleted and replaced by the following:

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

If "anyone we protect:"

- 1. <u>travels to another state, the District of Columbia, a territory or possession of the United States of America, Puerto Rico or Canada; and</u>
- 2. <u>as a nonresident becomes subject to a motor vehicle</u> <u>financial responsibility law, compulsory insurance law,</u> <u>or other similar law that imposes insurance requirements which are greater than the insurance provided by this policy,</u>

then, the coverage under this policy will be increased to the minimum amounts and types of coverage such nonresident is required by law to maintain. Coverage provided to meet the minimum limits will be in lieu of the insurance otherwise provided by this policy.

The insurance under this provision will be reduced to the extent that there is other valid and collectible insurance under this or any motor vehicle insurance policy. In no event will any person be entitled to receive duplicate payments for the same elements of loss.

# **EXCLUSIONS - What We Do Not Cover**

*Exclusion 9 is deleted and replaced by the following:* 

"We" do not cover:

9. an "auto we insure" while hired by or rented to others for a fee or while available for hire by the public. "We" will protect "you" or a "relative" held responsible for damages while "occupying" but not driving such a vehicle, if it is a "nonowned auto." Fee does not include payment received in a car pool or for trips for nonprofit social, educational, or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations:" and
- b. used by **"you"** or a **"relative"** as a transportation network company (TNC) partner,

Exclusion 9. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

a. on a prearranged basis; and

b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

The following exclusion is added:

"We" do not cover:

16. damage caused by any "trailer" used as a residence, office, store, display or passenger "trailer."

# **LIMIT OF PROTECTION**

The second paragraph is deleted and replaced by the following:

An "auto" and attached "trailer" are considered one "auto" under this coverage. When unattached, a "trailer" is subject to the limit of liability for one "auto."

## PHYSICAL DAMAGE COVERAGES

OUR PROMISE – Comprehensive Coverage is deleted and replaced by the following:

## **OUR PROMISE - Comprehensive Coverage**

If Comprehensive Coverage is indicated on the "Declarations," "we" will pay for "loss" to an "auto we insure" and its equipment not caused by collision or upset. If the "loss" is to an "owned auto we insure," "we" will only pay if "you" purchased Comprehensive Coverage for the "owned auto we insure." "We" will pay for "loss" less the deductible shown on the "Declarations." Comprehensive Coverage includes glass breakage, contact with persons, animals, birds, missiles or falling objects. Should only "your" windshield be damaged, "we" will not apply the deductible if the windshield is repaired rather than replaced. No deductible applies for window glass breakage if Full Window Glass is shown on the "Declarations."

"We" will reimburse "you" for Transportation Expenses that result from a Comprehensive "loss" to an "owned auto we insure."

Total payment for Transportation Expenses under Comprehensive Coverage, including:

- 1. loss of use;
- 2. transportation fares such as bus, taxi or rideshare,

will not exceed the rental provisions for a Compact Sedan or \$20 per day/\$900 per loss, unless a higher rental class is purchased and shown on the "**Declarations**" for that vehicle. Additionally, if Comprehensive Coverage is purchased on a "**trailer**," then Transportation Expenses —

Comprehensive Coverage will extend to that "trailer" while it is attached to an "owned auto we insure." Transportation Expenses – Comprehensive Coverage will be provided on the "trailer" at the "per day/per loss" limit applicable on the "owned auto we insure" that is towing the "trailer" that sustained the "loss."

Payment may start on the day of the "loss" if the "owned auto we insure" cannot be driven. If drivable, payment may start on the day "you" leave the vehicle at the garage for repairs.

Transportation Expenses apply whether or not "we" pay for damages under Comprehensive Coverage.

Transportation Expenses will be provided for up to 45 days per disablement. Payment for Transportation Expenses on an "owned auto we insure" will end as indicated below, whichever occurs first:

- 1. no more than three days after "we" offer settlement;
- 2. on the day the vehicle is replaced;
- 3. on the day the vehicle is returned to "**you**" in usable condition; or
- 4. on the day the vehicle could reasonably be expected to be repaired.

Transportation Expenses are provided for loss of use to a "temporary substitute" if:

- 1. "you" or a "relative" are legally liable for damages to the "temporary substitute;" and
- 2. "we" are provided with actual proof of loss of income.

ADDITIONAL PAYMENTS (No Deductible Applies To These Additional Payments) is deleted and replaced by the following:

## **ADDITIONAL PAYMENTS (No Deductible Applies)**

If the Additional Payment is a result of a collision "loss," Collision Coverage must be indicated on the "Declarations" for the "auto we insure." Otherwise, Comprehensive Coverage must be indicated on the "Declarations" for the "auto we insure." "We" will:

- pay all reasonable expenses necessary to return "your" stolen "auto we insure."
- reimburse "you" for travel costs, including meals and lodging, paid by anyone because "you" were unable to reach "your" destination after "loss" to an "auto we insure." Payment will not exceed \$75 per person for each "loss."
- 3. pay for "loss" to personal effects, including clothes and luggage, that are normally carried by a person, while the personal effects are in or upon an "auto we insure." The following restrictions apply:
  - a. personal effects must be owned by "you" or a "relative."

- money, professional or occupational tools or machines, sales samples, and merchandise for sale, delivery or exhibition are not considered personal effects.
- theft losses are covered only if the entire vehicle is stolen. This restriction does not apply to coverage provided under CUSTOMIZED EQUIPMENT AND ACCESSORIES AND SAFETY RIDING APPAREL.
- d. when "loss" results from a collision, there must be enough damage to the "auto we insure" to require a collision "loss" payment by "us."
- e. payment for "loss" to personal effects will not exceed \$350. "We" will only pay for "loss" not covered by other insurance.
- pay reasonable towing and labor required because "your" "trailer" becomes disabled while attached to a "motor vehicle." Labor must be done at the site of the disablement.
- 5. reimburse "you" up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in an "auto we insure."
- 6. pay for a new set of standard windshield wiper blades if "your" windshield is replaced due to a covered "loss."

## **EXCLUSIONS – What We Do Not Cover**

Exclusion 8. is deleted and replaced by the following:

"We" will not pay for "loss:"

8. to any "auto we insure" while hired by or rented to others for a fee, or while available for hire by the public. Fee does not include payment received in a car pool or for trips for nonprofit social, educational, or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations;" and
- b. used by "**you**" or a "**relative**" as a transportation network company (TNC) partner,

Exclusion 8. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers

that the TNC matched with the partner through the digital platform.

## **LIMIT OF PROTECTION**

The first two paragraphs are deleted and replaced by the following:

"We" will pay Actual Cash Value for "loss" to stolen or damaged property, but no more than:

- 1. what it would cost to repair or replace the property with other of like kind and quality. However, if an "auto" has been driven 15,000 miles or less or the "auto" is one year old or less, "we" will use only OEM (Original Equipment Manufacturer) parts for repairs. The age of the "auto" will be determined by subtracting the model year of the "auto" from the year of inception of the current policy period; or
- 2. the Stated Amount that may be shown on the "Declarations."

Actual Cash Value reflects fair market value, age and condition of the property at the time of the "loss."

If Agreed Value is shown on the "Declarations" for an "auto we insure," in the event of a covered total "loss" to that "auto we insure," "we" will pay the Agreed Value shown on the "Declarations."

In addition to the Agreed Value or Stated Amount shown on the "Declarations," "we" will pay up to an additional \$500 for direct and accidental damage to or theft of spare parts "you" own, which are reserved as replacement for items normally a part of an "owned auto we insure." This coverage does not include parts held for sale by "you" or property of others in "your" care, custody, or control.

## **LOSS PAYMENT**

The last two sentences of the fourth paragraph are deleted and replaced by the following:

A total "loss" and any change required in the vehicle's titling will be determined in compliance with the laws of the state in which "you" reside at the time the policy is issued. Therefore, this paragraph may not be applicable if "you" choose to retain ownership of the salvage vehicle as part of the total "loss" settlement.

## OTHER PROVISIONS

All other provisions of the policy apply.

SERFF Tracking #:	State Tracking #:	Company Tracking #:	DCA5

Erie Insurance Company, ...

State: District of Columbia First Filing Company:

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:DC PPA Forms Filing 4/1/20Project Name/Number:DC PPA Forms Filing 4/1/20/DCA5

# **Supporting Document Schedules**

Satisfied - Item:	Readability Certificate
Comments:	Ok
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Consulting Authorization
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	NA NA
Attachment(s):	
Item Status:	
Status Date:	

State: District of Columbia First Filing Company: Erie Insurance Company, ...

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:DC PPA Forms Filing 4/1/20Project Name/Number:DC PPA Forms Filing 4/1/20/DCA5

# **Superseded Schedule Items**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/13/2020		Form	Policy Change Endorsement - District Of Columbia	01/16/2020	B0030420 AFDA03.pdf (Superceded) B0030819 AFDA03_marked up.pdf (Superceded)
01/13/2020		Form	Policy Change Endorsement - District Of Columbia	01/16/2020	63370420 AFDA02.pdf (Superceded) 63370819 AFDA02_marked up.pdf (Superceded)

# POLICY CHANGE ENDORSEMENT – DISTRICT OF COLUMBIA

# **GENERAL POLICY DEFINITIONS**

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is used as defined in the GENERAL POLICY DEFINITIONS section of the policy.

The definition of "you," "your" or "Named Insured" is deleted and replaced by the following:

• "You," "your" or "Named Insured" means the person(s) identified as Named Insured(s) on the "Declarations." Except under the RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS Section, these words include the spouse of the person(s) identified as a Named Insured(s) on the "Declarations," provided the spouse is a "resident."

"You," "your," or "Named Insured" also means any Limited Liability Company (LLC) shown on the "Declarations" as an additional insured. This includes any natural person designated as a member or manager of the Limited Liability Company (LLC), but only while such person is acting within the scope of their duties as a member or manager.

# LIABILITY PROTECTION

## **DEFINITIONS**

*The following definition is added:* 

"Owned auto we insure" means any:

- "auto" or "trailer" described on the "Declarations" for the coverages "you" have purchased;
- 2. "trailer" "you" own;
- 3. "additional auto," or "additional trailer;" or
- 4. "replacement auto," or "replacement trailer."

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

This condition is deleted and replaced by the following:

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

If an accident occurs to which this insurance applies, when "anyone we protect" travels to a state other than the state

where the "auto we insure" is principally garaged, the District of Columbia, a territory or possession of the United States of America, Puerto Rico or Canada, then this policy will provide:

- 1. the minimum amount of Liability Protection coverage required by the law of that state; and
- the required minimum amounts and types of coverage such nonresident is required to maintain by the motor vehicle compulsory insurance law or similar law of that state, if those insurance requirements are greater than the insurance provided by this policy.

The insurance under this provision will be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event will any person be entitled to receive duplicate payments for the same elements of loss.

#### **EXCLUSIONS – What We Do Not Cover**

*Exclusion 9 is deleted and replaced by the following:* 

"We" do not cover:

9. an "auto we insure" while hired by or rented to others for a fee or while available for hire by the public. "We" will protect "you" or a "relative" held responsible for damages while "occupying" but not driving such a vehicle, if it is a "nonowned auto." Fee does not include payment received in a car pool or for trips for nonprofit social, educational, or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations;" and
- b. used by "**you**" or a "**relative**" as a transportation network company (TNC) partner,

Exclusion 9. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

AFDA03

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

The following exclusion is added:

"We" do not cover:

16. damage caused by any "trailer" used as a residence, office, store, display or passenger "trailer."

## LIMIT OF PROTECTION

The second paragraph is deleted and replaced by the following:

An "auto" and attached "trailer" are considered one "auto" under this coverage. When unattached, a "trailer" is subject to the limit of liability for one "auto."

# PHYSICAL DAMAGE COVERAGES

OUR PROMISE – Comprehensive Coverage is deleted and replaced by the following:

#### **OUR PROMISE - Comprehensive Coverage**

If Comprehensive Coverage is indicated on the "Declarations," "we" will pay for "loss" to an "auto we insure" and its equipment not caused by collision or upset. If the "loss" is to an "owned auto we insure," "we" will only pay if "you" purchased Comprehensive Coverage for the "owned auto we insure." "We" will pay for "loss" less the deductible shown on the "Declarations." Comprehensive Coverage includes glass breakage, contact with persons, animals, birds, missiles or falling objects. Should only "your" windshield be damaged, "we" will not apply the deductible if the windshield is repaired rather than replaced. No deductible applies for window glass breakage if Full Window Glass is shown on the "Declarations."

"We" will reimburse "you" for Transportation Expenses that result from a Comprehensive "loss" to an "owned auto we insure "

Total payment for Transportation Expenses under Comprehensive Coverage, including:

- 1. loss of use;
- 2. transportation fares such as bus, taxi or rideshare,

will not exceed the rental provisions for a Compact Sedan or \$20 per day/\$900 per loss, unless a higher rental class is purchased and shown on the "Declarations" for that vehicle. Additionally, if Comprehensive Coverage is purchased on a "trailer," then Transportation Expenses – Comprehensive Coverage will extend to that "trailer" while it is attached to an "owned auto we insure." Transportation Expenses – Comprehensive Coverage will be provided on the "trailer" at the "per day/per loss" limit

applicable on the "owned auto we insure" that is towing the "trailer" that sustained the "loss."

Payment may start on the day of the "loss" if the "owned auto we insure" cannot be driven. If drivable, payment may start on the day "you" leave the vehicle at the garage for repairs.

Transportation Expenses apply whether or not "we" pay for damages under Comprehensive Coverage.

Transportation Expenses will be provided for up to 45 days per disablement. Payment for Transportation Expenses on an "owned auto we insure" will end as indicated below, whichever occurs first:

- 1. no more than three days after "we" offer settlement:
- 2. on the day the vehicle is replaced;
- on the day the vehicle is returned to "you" in usable condition; or
- 4. on the day the vehicle could reasonably be expected to be repaired.

Transportation Expenses are provided for loss of use to a "temporary substitute" if:

- 1. "you" or a "relative" are legally liable for damages to the "temporary substitute;" and
- 2. "we" are provided with actual proof of loss of income.

ADDITIONAL PAYMENTS (No Deductible Applies To These Additional Payments) is deleted and replaced by the following:

## **ADDITIONAL PAYMENTS (No Deductible Applies)**

If the Additional Payment is a result of a collision "loss," Collision Coverage must be indicated on the "Declarations" for the "auto we insure." Otherwise, Comprehensive Coverage must be indicated on the "Declarations" for the "auto we insure." "We" will:

- pay all reasonable expenses necessary to return "your" stolen "auto we insure."
- reimburse "you" for travel costs, including meals and lodging, paid by anyone because "you" were unable to reach "your" destination after "loss" to an "auto we insure." Payment will not exceed \$75 per person for each "loss."
- 3. pay for "loss" to personal effects, including clothes and luggage, that are normally carried by a person, while the personal effects are in or upon an "auto we insure." The following restrictions apply:
  - a. personal effects must be owned by "you" or a "relative."
  - money, professional or occupational tools or machines, sales samples, and merchandise for sale, delivery or exhibition are not considered personal effects.

AFDA03 2

- c. theft losses are covered only if the entire vehicle is stolen. This restriction does not apply to coverage provided under CUSTOMIZED EQUIPMENT AND ACCESSORIES AND SAFETY RIDING APPAREL.
- d. when "loss" results from a collision, there must be enough damage to the "auto we insure" to require a collision "loss" payment by "us."
- e. payment for "loss" to personal effects will not exceed \$350. "We" will only pay for "loss" not covered by other insurance.
- pay reasonable towing and labor required because "your" "trailer" becomes disabled while attached to a "motor vehicle." Labor must be done at the site of the disablement
- 5. reimburse "you" up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in an "auto we insure."
- pay for a new set of standard windshield wiper blades if "your" windshield is replaced due to a covered "loss."

## **EXCLUSIONS - What We Do Not Cover**

*Exclusion 8. is deleted and replaced by the following:* 

"We" will not pay for "loss:"

8. to any "auto we insure" while hired by or rented to others for a fee, or while available for hire by the public. Fee does not include payment received in a car pool or for trips for nonprofit social, educational, or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations:" and
- b. used by "**you**" or a "**relative**" as a transportation network company (TNC) partner,

Exclusion 8. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

#### LIMIT OF PROTECTION

The first two paragraphs are deleted and replaced by the following:

"We" will pay Actual Cash Value for "loss" to stolen or damaged property, but no more than:

- what it would cost to repair or replace the property with other of like kind and quality. However, if an "auto" has been driven 15,000 miles or less or the "auto" is one year old or less, "we" will use only OEM (Original Equipment Manufacturer) parts for repairs. The age of the "auto" will be determined by subtracting the model year of the "auto" from the year of inception of the current policy period; or
- 2. the Stated Amount that may be shown on the "Declarations."

Actual Cash Value reflects fair market value, age and condition of the property at the time of the "loss."

If Agreed Value is shown on the "Declarations" for an "auto we insure," in the event of a covered total "loss" to that "auto we insure," "we" will pay the Agreed Value shown on the "Declarations."

In addition to the Agreed Value or Stated Amount shown on the "**Declarations**," "we" will pay up to an additional \$500 for direct and accidental damage to or theft of spare parts "you" own, which are reserved as replacement for items normally a part of an "owned auto we insure." This coverage does not include parts held for sale by "you" or property of others in "your" care, custody, or control.

## LOSS PAYMENT

The last two sentences of the fourth paragraph are deleted and replaced by the following:

A total "loss" and any change required in the vehicle's titling will be determined in compliance with the laws of the state in which "you" reside at the time the policy is issued. Therefore, this paragraph may not be applicable if "you" choose to retain ownership of the salvage vehicle as part of the total "loss" settlement.

## OTHER PROVISIONS

All other provisions of the policy apply.

AFDA03 3

# POLICY CHANGE ENDORSEMENT - DISTRICT OF COLUMBIA

# **GENERAL POLICY DEFINITIONS**

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is used as defined in the GENERAL POLICY DEFINITIONS section of the policy.

The definition of "you," "your" or "Named Insured" is deleted and replaced by the following:

• "You," "your" or "Named Insured" means the person(s) identified as Named Insured(s) on the "Declarations." Except under the RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS Section, these words include the spouse of the person(s) identified as a Named Insured(s) on the "Declarations," provided the spouse is a "resident."

"You," "your," or "Named Insured" also means any Limited Liability Company (LLC) shown on the "Declarations" as an additional insured. This includes any natural person designated as a member or manager of the Limited Liability Company (LLC), but only while such person is acting within the scope of their duties as a member or manager.

# LIABILITY PROTECTION

## **DEFINITIONS**

*The following definition is added:* 

"Owned auto we insure" means any:

- "auto" or "trailer" described on the "Declarations" for the coverages "you" have purchased;
- 2. "trailer" "you" own;
- 3. "additional auto," or "additional trailer;" or
- 4. "replacement auto," or "replacement trailer."

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

This condition is deleted and replaced by the following:

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

If an accident occurs to which this insurance applies, when "anyone we protect" travels to a state other than the state

where the "auto we insure" is principally garaged, the District of Columbia, a territory or possession of the United States of America, Puerto Rico or Canada, then this policy will provide:

- 1. the minimum amount of Liability Protection coverage required by the law of that state; and
- 2. the required minimum amounts and types of coverage such nonresident is required to maintain by the motor vehicle compulsory insurance law or similar law of that state, if those insurance requirements are greater than the insurance provided by this policy.

The insurance under this provision will be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event will any person be entitled to receive duplicate payments for the same elements of loss.

#### **EXCLUSIONS – What We Do Not Cover**

*Exclusion 9 is deleted and replaced by the following:* 

"We" do not cover:

9. an "auto we insure" while hired by or rented to others for a fee or while available for hire by the public. "We" will protect "you" or a "relative" held responsible for damages while "occupying" but not driving such a vehicle, if it is a "nonowned auto." Fee does not include payment received in a car pool or for trips for nonprofit social, educational, or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations;" and
- b. used by "you" or a "relative" as a transportation network company (TNC) partner,

Exclusion 9. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

*The following exclusion is added:* 

"We" do not cover:

16. damage caused by any "trailer" used as a residence, office, store, display or passenger "trailer."

## LIMIT OF PROTECTION

The second paragraph is deleted and replaced by the following:

An "auto" and attached "trailer" are considered one "auto" under this coverage. When unattached, a "trailer" is subject to the limit of liability for one "auto."

# PHYSICAL DAMAGE COVERAGES

OUR PROMISE – Comprehensive Coverage is deleted and replaced by the following:

# **OUR PROMISE - Comprehensive Coverage**

If Comprehensive Coverage is indicated on the "Declarations," "we" will pay for "loss" to an "auto we insure" and its equipment not caused by collision or upset. If the "loss" is to an "owned auto we insure," "we" will only pay if "you" purchased Comprehensive Coverage for the "owned auto we insure." "We" will pay for "loss" less the deductible shown on the "Declarations." Comprehensive Coverage includes glass breakage, contact with persons, animals, birds, missiles or falling objects. Should only "your" windshield be damaged, "we" will not apply the deductible if the windshield is repaired rather than replaced. No deductible applies for window glass breakage if Full Window Glass is shown on the "Declarations."

"We" will reimburse "you" for Transportation Expenses that result from a Comprehensive "loss" to an "owned auto we insure."

Total payment for Transportation Expenses under Comprehensive Coverage, including:

- 1. loss of use;
- 2. transportation fares such as bus, taxi or rideshare,

will not exceed the rental provisions for a Compact Sedan or \$20 per day/\$900 per loss, unless a higher rental class is purchased and shown on the "**Declarations**" for that vehicle. Additionally, if Comprehensive Coverage is purchased on a "**trailer**," then Transportation Expenses — Comprehensive Coverage will extend to that "**trailer**" while it is attached to an "**owned auto we insure**."

Transportation Expenses – Comprehensive Coverage will be provided on the "trailer" at the "per day/per loss" limit applicable on the "owned auto we insure" that is towing the "trailer" that sustained the "loss."

Payment may start on the day of the "loss" if the "owned auto we insure" cannot be driven. If drivable, payment may start on the day "you" leave the vehicle at the garage for repairs.

Transportation Expenses apply whether or not "we" pay for damages under Comprehensive Coverage.

Transportation Expenses will be provided for up to 45 days per disablement. Payment for Transportation Expenses on an "owned auto we insure" will end as indicated below, whichever occurs first:

- 1. no more than three days after "we" offer settlement;
- 2. on the day the vehicle is replaced;
- on the day the vehicle is returned to "you" in usable condition; or
- 4. on the day the vehicle could reasonably be expected to be repaired.

Transportation Expenses are provided for loss of use to a "temporary substitute" if:

- 1. "you" or a "relative" are legally liable for damages to the "temporary substitute;" and
- 2. "we" are provided with actual proof of loss of income.

ADDITIONAL PAYMENTS (No Deductible Applies To These Additional Payments) is deleted and replaced by the following:

# **ADDITIONAL PAYMENTS (No Deductible Applies)**

If the Additional Payment is a result of a collision "loss," Collision Coverage must be indicated on the "Declarations" for the "auto we insure." Otherwise, Comprehensive Coverage must be indicated on the "Declarations" for the "auto we insure." "We" will:

- 1. pay all reasonable expenses necessary to return "your" stolen "auto we insure."
- reimburse "you" for travel costs, including meals and lodging, paid by anyone because "you" were unable to reach "your" destination after "loss" to an "auto we insure." Payment will not exceed \$75 per person for each "loss."
- pay for "loss" to personal effects, including clothes and luggage, that are normally carried by a person, while the personal effects are in or upon an "auto we insure." The following restrictions apply:
  - a. personal effects must be owned by "you" or a "relative."

- money, professional or occupational tools or machines, sales samples, and merchandise for sale, delivery or exhibition are not considered personal effects.
- theft losses are covered only if the entire vehicle is stolen. This restriction does not apply to coverage provided under CUSTOMIZED EQUIPMENT AND ACCESSORIES AND SAFETY RIDING APPAREL.
- d. when "loss" results from a collision, there must be enough damage to the "auto we insure" to require a collision "loss" payment by "us."
- e. payment for "loss" to personal effects will not exceed \$350. "We" will only pay for "loss" not covered by other insurance.
- pay reasonable towing and labor required because "your" "trailer" becomes disabled while attached to a "motor vehicle." Labor must be done at the site of the disablement.
- 5. reimburse "you" up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in an "auto we insure."
- 6. pay for a new set of standard windshield wiper blades if "your" windshield is replaced due to a covered "loss."

## **EXCLUSIONS – What We Do Not Cover**

Exclusion 8. is deleted and replaced by the following:

"We" will not pay for "loss:"

8. to any "auto we insure" while hired by or rented to others for a fee, or while available for hire by the public. Fee does not include payment received in a car pool or for trips for nonprofit social, educational, or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations;" and
- b. used by "**you**" or a "**relative**" as a transportation network company (TNC) partner,

Exclusion 8. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers

that the TNC matched with the partner through the digital platform.

## **LIMIT OF PROTECTION**

The first two paragraphs are deleted and replaced by the following:

"We" will pay Actual Cash Value for "loss" to stolen or damaged property, but no more than:

- 1. what it would cost to repair or replace the property with other of like kind and quality. However, if an "auto" has been driven 15,000 miles or less or the "auto" is one year old or less, "we" will use only OEM (Original Equipment Manufacturer) parts for repairs. The age of the "auto" will be determined by subtracting the model year of the "auto" from the year of inception of the current policy period; or
- 2. the Stated Amount that may be shown on the "Declarations."

Actual Cash Value reflects fair market value, age and condition of the property at the time of the "loss."

If Agreed Value is shown on the "Declarations" for an "auto we insure," in the event of a covered total "loss" to that "auto we insure," "we" will pay the Agreed Value shown on the "Declarations."

In addition to the Agreed Value or Stated Amount shown on the "Declarations," "we" will pay up to an additional \$500 for direct and accidental damage to or theft of spare parts "you" own, which are reserved as replacement for items normally a part of an "owned auto we insure." This coverage does not include parts held for sale by "you" or property of others in "your" care, custody, or control.

## **LOSS PAYMENT**

The last two sentences of the fourth paragraph are deleted and replaced by the following:

A total "loss" and any change required in the vehicle's titling will be determined in compliance with the laws of the state in which "you" reside at the time the policy is issued. Therefore, this paragraph may not be applicable if "you" choose to retain ownership of the salvage vehicle as part of the total "loss" settlement.

# OTHER PROVISIONS

All other provisions of the policy apply.

# POLICY CHANGE ENDORSEMENT – DISTRICT OF COLUMBIA

# **GENERAL POLICY DEFINITIONS**

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is used as defined in the GENERAL POLICY DEFINITIONS section of the policy.

The definition of "you," "your" or "Named Insured" is deleted and replaced by the following:

"You," "your" or "Named Insured" means the "Subscriber" identified as a Named Insured on the "Declarations" and others identified as Named Insured(s) on the "Declarations." Except under the RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS Section, these words include the spouse of the "Subscriber" identified as a Named Insured on the "Declarations," provided the spouse is a "resident."

"You," "your," or "Named Insured" also means any Limited Liability Company (LLC) shown on the "Declarations" as an additional insured. This includes any natural person designated as a member or manager of the Limited Liability Company (LLC), but only while such person is acting within the scope of their duties as a member or manager.

## LIABILITY PROTECTION

# **DEFINITIONS**

*The following definition is added:* 

"Owned auto we insure" means any:

- "auto" or "trailer" described on the "Declarations" for the coverages "you" have purchased;
- 2. "trailer" "vou" own;
- 3. "additional auto," or "additional trailer;" or
- 4. "replacement auto," or "replacement trailer."

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

This condition is deleted and replaced by the following:

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

If an accident occurs to which this insurance applies, when "anyone we protect" travels to a state other than the state

where the "auto we insure" is principally garaged, the District of Columbia, a territory or possession of the United States of America, Puerto Rico or Canada, then this policy will provide:

- 1. the minimum amount of Liability Protection coverage required by the law of that state; and
- 2. the required minimum amounts and types of coverage such nonresident is required to maintain by the motor vehicle compulsory insurance law or similar law of that state, if those insurance requirements are greater than the insurance provided by this policy.

The insurance under this provision will be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event will any person be entitled to receive duplicate payments for the same elements of loss.

## **EXCLUSIONS - What We Do Not Cover**

Exclusion 9 is deleted and replaced by the following:

"We" do not cover:

9. an "auto we insure" while hired by or rented to others for a fee or while available for hire by the public. "We" will protect "you" or a "relative" held responsible for damages while "occupying" but not driving such a vehicle, if it is a "nonowned auto." Fee does not include payment received in a carpool or for trips for nonprofit social, educational or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations;" and
- b. used by "**you**" or a "**relative**" as a transportation network company (TNC) partner,

Exclusion 9. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

AFDA02

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

The following exclusion is added:

"We" do not cover:

16. damage caused by any "trailer" used as a residence, office, store, display or passenger "trailer."

## LIMIT OF PROTECTION

The second paragraph is deleted and replaced by the following:

An "auto" and attached "trailer" are considered one "auto" under this coverage. When unattached, a "trailer" is subject to the limit of liability for one "auto."

# PHYSICAL DAMAGE COVERAGES

OUR PROMISE – Comprehensive Coverage is deleted and replaced by the following:

#### **OUR PROMISE - Comprehensive Coverage**

If Comprehensive Coverage is indicated on the "Declarations," "we" will pay for "loss" to an "auto we insure" and its equipment not caused by collision or upset. If the "loss" is to an "owned auto we insure," "we" will only pay if "you" purchased Comprehensive Coverage for the "owned auto we insure." "We" will pay for "loss" less the deductible shown on the "Declarations." Comprehensive Coverage includes glass breakage, contact with persons, animals, birds, missiles or falling objects. Should only "your" windshield be damaged, "we" will not apply the deductible if the windshield is repaired rather than replaced. No deductible applies for window glass breakage if Full Window Glass is shown on the "Declarations."

"We" will reimburse "you" for Transportation Expenses that result from a Comprehensive "loss" to an "owned auto we insure "

Total payment for Transportation Expenses under Comprehensive Coverage, including:

- 1. loss of use:
- 2. transportation fares such as bus, taxi or rideshare,

will not exceed the rental provisions for a Compact Sedan or \$20 per day/\$900 per loss, unless a higher rental class is purchased and shown on the "Declarations" for that vehicle. Additionally, if Comprehensive Coverage is purchased on a "trailer," then Transportation Expenses – Comprehensive Coverage will extend to that "trailer" while it is attached to an "owned auto we insure." Transportation Expenses – Comprehensive Coverage will be provided on the "trailer" at the "per day/per loss" limit

applicable on the "owned auto we insure" that is towing the "trailer" that sustained the "loss."

Payment may start on the day of the "loss" if the "owned auto we insure" cannot be driven. If drivable, payment may start on the day "you" leave the vehicle at the garage for repairs.

Transportation Expenses apply whether or not "we" pay for damages under Comprehensive Coverage.

Transportation Expenses will be provided for up to 45 days per disablement. Payment for Transportation Expenses on an "owned auto we insure" will end as indicated below, whichever occurs first:

- 1. no more than ten days after "we" offer settlement;
- 2. on the day the vehicle is replaced;
- on the day the vehicle is returned to "you" in usable condition; or
- 4. on the day the vehicle could reasonably be expected to be repaired.

Transportation Expenses are provided for loss of use to a "temporary substitute" if:

- 1. "you" or a "relative" are legally liable for damages to the "temporary substitute;" and
- 2. "we" are provided with actual proof of loss of income.

ADDITIONAL PAYMENTS (No Deductible Applies To These Additional Payments) is deleted and replaced by the following:

## **ADDITIONAL PAYMENTS (No Deductible Applies)**

If the Additional Payment is a result of a collision "loss," Collision Coverage must be indicated on the "Declarations" for the "auto we insure." Otherwise, Comprehensive Coverage must be indicated on the "Declarations" for the "auto we insure." "We" will:

- pay all reasonable expenses necessary to return "your" stolen "auto we insure."
- reimburse "you" for travel costs, including meals and lodging, paid by anyone because "you" were unable to reach "your" destination after "loss" to an "auto we insure." Payment will not exceed \$75 per person for each "loss."
- 3. pay for "loss" to personal effects, including clothes and luggage, that are normally carried by a person, while the personal effects are in or upon an "auto we insure." The following restrictions apply:
  - a. personal effects must be owned by "you" or a "relative."
  - money, professional or occupational tools or machines, sales samples, and merchandise for sale, delivery or exhibition are not considered personal effects.

AFDA02 2

- theft losses are covered only if the entire vehicle is stolen. This restriction does not apply to coverage provided under CUSTOMIZED EQUIPMENT AND ACCESSORIES AND SAFETY RIDING APPAREL.
- d. when "loss" results from a collision, there must be enough damage to the "auto we insure" to require a collision "loss" payment by "us."
- e. payment for "loss" to personal effects will not exceed \$350. "We" will only pay for "loss" not covered by other insurance.
- pay reasonable towing and labor required because "your" "trailer" becomes disabled while attached to a "motor vehicle." Labor must be done at the site of the disablement
- 5. reimburse "you" up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in an "auto we insure."
- pay for a new set of standard windshield wiper blades if "your" windshield is replaced due to a covered "loss."

## **EXCLUSIONS - What We Do Not Cover**

*Exclusion 8. is deleted and replaced by the following:* 

"We" will not pay for "loss:"

8. to any "auto we insure" while hired by or rented to others for a fee, or while available for hire by the public. Fee does not include payment received in a carpool or for trips for nonprofit social, educational or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations;" and
- b. used by "you" or a "relative" as a transportation network company (TNC) partner,

Exclusion 8. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

#### LIMIT OF PROTECTION

The first two paragraphs are deleted and replaced by the following:

"We" will pay Actual Cash Value for "loss" to stolen or damaged property, but no more than:

- what it would cost to repair or replace the property with other of like kind and quality. However, if an "auto" has been driven 15,000 miles or less or the "auto" is one year old or less, "we" will use only OEM (Original Equipment Manufacturer) parts for repairs. The age of the "auto" will be determined by subtracting the model year of the "auto" from the year of inception of the current policy period; or
- 2. the Stated Amount that may be shown on the "Declarations."

Actual Cash Value reflects fair market value, age and condition of the property at the time of the "loss."

If Agreed Value is shown on the "Declarations" for an "auto we insure," in the event of a covered total "loss" to that "auto we insure," "we" will pay the Agreed Value shown on the "Declarations."

In addition to the Agreed Value or Stated Amount shown on the "**Declarations**," "we" will pay up to an additional \$500 for direct and accidental damage to or theft of spare parts "you" own, which are reserved as replacement for items normally a part of an "owned auto we insure." This coverage does not include parts held for sale by "you" or property of others in "your" care, custody, or control.

## LOSS PAYMENT

The last two sentences of the fourth paragraph are deleted and replaced by the following:

A total "loss" and any change required in the vehicle's titling will be determined in compliance with the laws of the state in which "you" reside at the time the policy is issued. Therefore, this paragraph may not be applicable if "you" choose to retain ownership of the salvage vehicle as part of the total "loss" settlement.

# OTHER PROVISIONS

All other provisions of the policy apply.

AFDA02 3

# POLICY CHANGE ENDORSEMENT – DISTRICT OF COLUMBIA

## **GENERAL POLICY DEFINITIONS**

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is used as defined in the GENERAL POLICY DEFINITIONS section of the policy.

The definition of "you," "your" or "Named Insured" is deleted and replaced by the following:

"You," "your" or "Named Insured" means the "Subscriber" identified as a Named Insured on the "Declarations" and others identified as Named Insured(s) on the "Declarations." Except under the RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS Section, these words include the spouse of the "Subscriber" identified as a Named Insured on the "Declarations," provided the spouse is a "resident."

"You," "your," or "Named Insured" also means any Limited Liability Company (LLC) shown on the "Declarations" as an additional insured. This includes any natural person designated as a member or manager of the Limited Liability Company (LLC), but only while such person is acting within the scope of their duties as a member or manager.

# LIABILITY PROTECTION

## **DEFINITIONS**

*The following definition is added:* 

"Owned auto we insure" means any:

- 1. "auto" or "trailer" described on the "Declarations" for the coverages "you" have purchased;
- 2. "trailer" "you" own;
- 3. "additional auto," or "additional trailer;" or
- 4. "replacement auto," or "replacement trailer."

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

*This condition is deleted and replaced by the following:* 

# EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

If an accident occurs to which this insurance applies, when "anyone we protect" travels to a state other than the state where the "auto we insure" is principally garaged, the District of Columbia, a territory or possession of the United States of America, Puerto Rico or Canada, then this policy will provide:

- 1. <u>the minimum amount of Liability Protection coverage</u> required by the law of that state; and
- 2. the required minimum amounts and types of coverage such nonresident is required to maintain by the motor vehicle compulsory insurance law or similar law of that state, if those insurance requirements are greater than the insurance provided by this policy.

The insurance under this provision will be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event will any person be entitled to receive duplicate payments for the same elements of loss.

# **EXCLUSIONS - What We Do Not Cover**

*Exclusion 9 is deleted and replaced by the following:* 

"We" do not cover:

9. an "auto we insure" while hired by or rented to others for a fee or while available for hire by the public. "We" will protect "you" or a "relative" held responsible for damages while "occupying" but not driving such a vehicle, if it is a "nonowned auto." Fee does not include payment received in a car pool or for trips for nonprofit social, educational or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations;" and
- b. used by "you" or a "relative" as a transportation network company (TNC) partner,

Exclusion 9. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

a. on a prearranged basis; and

b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers that the TNC matched with the partner through the digital platform.

*The following exclusion is added:* 

"We" do not cover:

16. damage caused by any "trailer" used as a residence, office, store, display or passenger "trailer."

#### LIMIT OF PROTECTION

The second paragraph is deleted and replaced by the following:

An "auto" and attached "trailer" are considered one "auto" under this coverage. When unattached, a "trailer" is subject to the limit of liability for one "auto."

# PHYSICAL DAMAGE COVERAGES

OUR PROMISE – Comprehensive Coverage is deleted and replaced by the following:

# **OUR PROMISE - Comprehensive Coverage**

If Comprehensive Coverage is indicated on the "Declarations," "we" will pay for "loss" to an "auto we insure" and its equipment not caused by collision or upset. If the "loss" is to an "owned auto we insure," "we" will only pay if "you" purchased Comprehensive Coverage for the "owned auto we insure." "We" will pay for "loss" less the deductible shown on the "Declarations." Comprehensive Coverage includes glass breakage, contact with persons, animals, birds, missiles or falling objects. Should only "your" windshield be damaged, "we" will not apply the deductible if the windshield is repaired rather than replaced. No deductible applies for window glass breakage if Full Window Glass is shown on the "Declarations."

"We" will reimburse "you" for Transportation Expenses that result from a Comprehensive "loss" to an "owned auto we insure."

Total payment for Transportation Expenses under Comprehensive Coverage, including:

- 1. loss of use;
- 2. transportation fares such as bus, taxi or rideshare,

will not exceed the rental provisions for a Compact Sedan or \$20 per day/\$900 per loss, unless a higher rental class is purchased and shown on the "**Declarations**" for that vehicle. Additionally, if Comprehensive Coverage is purchased on a "**trailer**," then Transportation Expenses – Comprehensive

Coverage will extend to that "trailer" while it is attached to an "owned auto we insure." Transportation Expenses — Comprehensive Coverage will be provided on the "trailer" at the "per day/per loss" limit applicable on the "owned auto we insure" that is towing the "trailer" that sustained the "loss."

Payment may start on the day of the "loss" if the "owned auto we insure" cannot be driven. If drivable, payment may start on the day "you" leave the vehicle at the garage for repairs.

Transportation Expenses apply whether or not "we" pay for damages under Comprehensive Coverage.

Transportation Expenses will be provided for up to 45 days per disablement. Payment for Transportation Expenses on an "owned auto we insure" will end as indicated below, whichever occurs first:

- 1. no more than ten days after "we" offer settlement;
- 2. on the day the vehicle is replaced;
- 3. on the day the vehicle is returned to "**you**" in usable condition; or
- 4. on the day the vehicle could reasonably be expected to be repaired.

Transportation Expenses are provided for loss of use to a "temporary substitute" if:

- 1. "you" or a "relative" are legally liable for damages to the "temporary substitute:" and
- 2. "we" are provided with actual proof of loss of income.

ADDITIONAL PAYMENTS (No Deductible Applies To These Additional Payments) is deleted and replaced by the following:

# **ADDITIONAL PAYMENTS (No Deductible Applies)**

If the Additional Payment is a result of a collision "loss," Collision Coverage must be indicated on the "Declarations" for the "auto we insure." Otherwise, Comprehensive Coverage must be indicated on the "Declarations" for the "auto we insure." "We" will:

- pay all reasonable expenses necessary to return "your" stolen "auto we insure."
- reimburse "you" for travel costs, including meals and lodging, paid by anyone because "you" were unable to reach "your" destination after "loss" to an "auto we insure." Payment will not exceed \$75 per person for each "loss."
- 3. pay for "loss" to personal effects, including clothes and luggage, that are normally carried by a person, while the personal effects are in or upon an "auto we insure." The following restrictions apply:
  - a. personal effects must be owned by "you" or a "relative."

- money, professional or occupational tools or machines, sales samples, and merchandise for sale, delivery or exhibition are not considered personal effects.
- c. theft losses are covered only if the entire vehicle is stolen. This restriction does not apply to coverage provided under CUSTOMIZED EQUIPMENT AND ACCESSORIES AND SAFETY RIDING APPAREL.
- d. when "loss" results from a collision, there must be enough damage to the "auto we insure" to require a collision "loss" payment by "us."
- e. payment for "loss" to personal effects will not exceed \$350. "We" will only pay for "loss" not covered by other insurance.
- pay reasonable towing and labor required because "your" "trailer" becomes disabled while attached to a "motor vehicle." Labor must be done at the site of the disablement.
- 5. reimburse "you" up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in an "auto we insure."
- 6. pay for a new set of standard windshield wiper blades if "your" windshield is replaced due to a covered "loss."

#### **EXCLUSIONS – What We Do Not Cover**

*Exclusion 8. is deleted and replaced by the following:* 

"We" will not pay for "loss:"

8. to any "auto we insure" while hired by or rented to others for a fee, or while available for hire by the public. Fee does not include payment received in a car pool or for trips for nonprofit social, educational or charitable agencies.

If an "owned auto we insure" or a "temporary substitute" for that "owned auto we insure" is:

- a. identified for Business use as indicated on the "Declarations:" and
- b. used by "you" or a "relative" as a transportation network company (TNC) partner,

Exclusion 8. does not apply for that vehicle. For purposes of this exception, coverage will be excess over any other collectible insurance.

A transportation network company (TNC) is one that provides transportation for passengers or goods:

- a. on a prearranged basis; and
- b. only by means of a digital platform that enables the passengers or customers to connect with TNC partners using a TNC partner vehicle.

A TNC partner is one who transports passengers or goods, but only for passengers or for those customers

that the TNC matched with the partner through the digital platform.

## **LIMIT OF PROTECTION**

The first two paragraphs are deleted and replaced by the following:

"We" will pay Actual Cash Value for "loss" to stolen or damaged property, but no more than:

- 1. what it would cost to repair or replace the property with other of like kind and quality. However, if an "auto" has been driven 15,000 miles or less or the "auto" is one year old or less, "we" will use only OEM (Original Equipment Manufacturer) parts for repairs. The age of the "auto" will be determined by subtracting the model year of the "auto" from the year of inception of the current policy period; or
- 2. <u>the Stated Amount that may be shown on the</u> "Declarations."

Actual Cash Value reflects fair market value, age and condition of the property at the time of the "loss."

If Agreed Value is shown on the "Declarations" for an "auto we insure," in the event of a covered total "loss" to that "auto we insure," "we" will pay the Agreed Value shown on the "Declarations."

In addition to the Agreed Value or Stated Amount shown on the "Declarations," "we" will pay up to an additional \$500 for direct and accidental damage to or theft of spare parts "you" own, which are reserved as replacement for items normally a part of an "owned auto we insure." This coverage does not include parts held for sale by "you" or property of others in "your" care, custody, or control.

#### LOSS PAYMENT

The last two sentences of the fourth paragraph are deleted and replaced by the following:

A total "loss" and any change required in the vehicle's titling will be determined in compliance with the laws of the state in which "you" reside at the time the policy is issued. Therefore, this paragraph may not be applicable if "you" choose to retain ownership of the salvage vehicle as part of the total "loss" settlement.

## OTHER PROVISIONS

All other provisions of the policy apply.